

AGREEMENT BETWEEN

THE LORD SELKIRK SCHOOL DIVISION

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1522
(CUSTODIAL)**

Term of Agreement:

January 1, 2020 – December 31, 2023

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This Agreement made this _____ day of _____ 2022.

BETWEEN:

The Lord Selkirk School Division
(hereinafter called "The Division")
and
The Canadian Union of Public Employees
Local 1522 – MLB 6851
(hereinafter called "The Union")

ARTICLE 1 - PREAMBLE

Whereas it is the desire of both parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Board and Union, to promote cooperation and understanding between the Board and the staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scales of wages, to encourage efficiency in operation and to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

And whereas it is desirable that methods of bargaining on all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

Where the singular or the feminine expressions are used in this Agreement, the same shall be construed as meaning the plural or the masculine where the context so admits or requires and the converse shall hold as applicable.

Now, therefore, this Agreement witnesseth that the parties hereto, in consideration of mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 2 - DEFINITION

Both parties mutually agree that this Agreement shall cover and include all those employees to be set forth in the classification and wage schedule embodied in this Agreement in Schedule "A" attached and as indicated in MLB Certificate Number 6851.

2.01 In this Agreement, unless the context otherwise requires, the expression "employee" signifies a person who is employed by the Lord Selkirk School Division as provided for in this Agreement. Furthermore,

- 1) Regular Full-Time Employees are defined as those who work the prescribed hours of work as per Article 10 (Hours of Work), and who have completed a sixty (60) working day probationary requirement.

ARTICLE 2 – DEFINITION (cont.)

- 2) Regular Part-Time Employees are defined as those who work less than the prescribed hours of work as per Article 10 (Hours of Work) and who have completed a sixty (60) working day probationary requirement.
- 3) Temporary Employees are those hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event in a position which is not expected to exceed three (3) months. If necessary, and at the discretion of the Board, this term may be extended by a further three (3) months. If the position continues beyond this six (6) month period, the employee shall be deemed to be a regular employee as defined in Article 2.01 above. **However, where the temporary employee is replacing an employee on maternity/parental leave, sick leave, an approved leave of absence (including where an employee is absent on WCB claim), or any other circumstance to which the parties agree, the temporary position may exceed six (6) months, and the employee shall not be deemed a regular employee as defined in Article 2.01 above.**

Where a temporary employee applies for a position which qualifies the employee to be classified as a regular employee pursuant to Article 2.01 above, and is appointed to such position, seniority and probationary period shall commence from the first day of continuous temporary employment provided that there is no break in employment prior to commencing the regular employment.

A temporary employee is sometimes referred to as a “term employee”.

- 4) Regular full, part time and temporary employees shall be entitled to claim all benefits incorporated in this Agreement except for probationary employees as provided in Article 6.05.
- 5) Casual Employees are those who are employed on an irregular and/or unscheduled basis. A casual employee is not covered by this Agreement. A casual employee shall be paid the rate of pay which shall be at the minimum rate of pay in the appropriate classification. Positions to be filled on a casual basis will not require the Division to post.

ARTICLE 3 – UNION RECOGNITION

- 3.01 The Lord Selkirk School Division or anyone authorized to act on its behalf, approves and recognizes The Canadian Union of Public Employees Local 1522 as the sole collective bargaining agency for its employees classified and covered by Certificate No. MLB 6851, and hereby consents and agrees to negotiate with the Union, or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of differences that may arise between them.

ARTICLE 3 – UNION RECOGNITION (cont.)

- 3.02 The Canadian Union of Public Employees Local 1522 shall provide to the Secretary-Treasurer of the Lord Selkirk School Division annually after October each year, the names and mailing addresses of those authorized to act on behalf of the Union and its members.
- 3.03 The Lord Selkirk School Division shall provide the Secretary of the Union, annually, the names of those authorized to act on behalf of the School Division when dealing with the Union.
- 3.04 The Division agrees to deduct from every employee under this Agreement any monthly dues or assessments levied in accordance with the Union by-laws and owing by **the employee** to the Union, and these dues or assessments shall be forwarded to the Treasurer of the Union by the twentieth (20) of the month following the month of deductions.
- 3.05 In consideration of the Division making the compulsory check-off of union dues as herein provided, the Union agrees to and does hereby indemnify and save the Lord Selkirk School Division harmless from all claims, demands, actions and proceedings of any kind and from all costs which may arise or be taken against the School Board making the compulsory check-off of union dues as hereby provided.

ARTICLE 4 - TERM OF AGREEMENT

- 4.01 This Agreement shall be binding and remain in effect from January 1, 2020, to December 31, 2023, and shall continue from year to year thereafter unless either Party gives the other Party not more than ninety (90) days and not less than sixty (60) days' notice in writing, prior to the expiry date of this Agreement. Within twenty-five (25) working days of the receipt of such notice by one Party, the other Party is required to enter into negotiations for a new Agreement. This time limit may be extended by mutual agreement between the Board and the Union.
- 4.02 However, any changes deemed necessary in this Agreement may be made by mutual agreement, in writing, at any time during the existence of this Agreement.
- 4.03 No part of this Agreement and/or a new or revised Agreement shall have a retroactive effect unless specifically so provided.
- 4.04 Providing retroactivity has been agreed to by the Parties, retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall apply to:
- a) employees who are in the employ of the Division on the date of signing of this Agreement;
 - b) employees who have left the service during the above mentioned period by reason of being laid off by the Division or employees who have retired;
 - c) employees who have died while employed by the Division.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Board, on its own behalf and on behalf of the electors of the Division, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties and responsibilities conferred upon and vested in by the laws of the province including but without limiting the generality of the foregoing, the right
- to the exclusive management and administrative control of the school system and its properties and facilities of its employees;
 - to hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal, demotion, suspension, and disciplining, to promote and transfer all such employees;
 - to decide upon the means and methods for the most efficient operation of the schools and the duties, responsibilities and assignments of personnel with respect thereto and with respect to administrative activities and the terms and conditions of employment subject to the terms of this agreement.
- 5.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be subject to the terms of this Agreement and in conformance with the laws of the Province of Manitoba.
- 5.03 The specific terms of this contract shall be the source of any rights that may be asserted by the Union against the School Division.

ARTICLE 6 - STAFF CHANGES

- 6.01 When vacancies occur or a new position is created, the employer shall post notices of the position on its website for a minimum of one (1) week so that all members will know of the vacancy or new position. Notice of the successful candidate shall be sent to the Union.
- Such posting shall contain the following information:
- Nature and location of the position
 - Qualifications
 - Job knowledge, abilities and skills
 - Hours of work and shift hours
 - Wage rate or salary.
- 6.02 Subject to the employee having the required ability, skill, qualifications, and reliability to perform the work for vacant or new positions, layoff and recall from layoff, seniority shall be the determining factor.

ARTICLE 6 - STAFF CHANGES (cont.)

6.03 Trial Period

The successful applicant shall be given a trial period of two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after this period. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job, the employee shall be returned to their former position or the equivalent, with the same wage or salary rate, but without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position or the equivalent with the same wage or salary rate but without loss of seniority.

6.04 The Union shall be notified of:

- a) all permanent and temporary staff changes, including successful applicants for posted positions and
- b) terminations of employment.

6.05 Probation Period

The probationary period shall be sixty (60) working days with a provision that an extension of sixty (60) working days may be considered. The Division will notify the Union and incumbent as to the reason for the extension. Probationary employees shall not have access to grievance and/or arbitration in cases of suspension or dismissal.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Definition of a Grievance

A Grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

7.02 Settling of Grievances

All Grievances shall be submitted in writing within twenty-one (21) working days of the alleged incident. In the event of a Grievance originating while an employee is on an approved leave of absence from work, such Grievance shall be lodged within twenty-one (21) working days of the said employee returning to work. Any alleged Grievances shall be pursued in accordance with the following steps:

- STEP 1 - The aggrieved employee(s), along with representatives of the Union, shall first attempt to resolve the grievance by submitting the grievance in writing to employee's immediate supervisor. The supervisor shall render **their** decision within five (5) working days after receipt of the grievance.

ARTICLE 7 - GRIEVANCE PROCEDURE (cont.)

STEP 2 - Failing satisfactory settlement within ten (10) working days after the Step 1 response, the grievance will be submitted to the Secretary-Treasurer, in writing, with the particulars of the grievance and the redress sought. The Secretary-Treasurer shall render a decision within ten (10) working days after receipt of such notice.

STEP 3 - Failing settlement being reached in Step 2 and within ten (10) working days of the Step 2 response, the grievance shall be submitted to the Board of Trustees who shall render their decision within five (5) working days after a regularly scheduled School Board meeting. The employee may request a hearing of the Board.

STEP 4 - Failing satisfactory settlement being reached in Step 3, the Union shall indicate their intent, in writing, to proceed or not to proceed to Arbitration within fifteen (15) working days after the receipt of the School Division's response.

7.03 All responses to grievances shall be in writing.

7.04 In cases of discharge or suspension or a question of general application/interpretation, Step 1 of the Grievance Procedure may be by-passed.

ARTICLE 8 - ARBITRATION

8.01 When either party requests that a Grievance be submitted to Arbitration, that request shall be made in writing addressed to the other party of the Agreement.

8.02 Within fourteen (14) working days thereafter, each party shall name an Arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee. These two Arbitrators shall appoint a third person, who shall be mutually satisfactory to both parties, to act as Chairman.

8.03 If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chair within fourteen (14) working days, the appointment shall be made by the Manitoba Labour Board upon the request of either party.

8.04 The decision of the Arbitration Board shall be final and binding to both parties, but in no event shall the Board of Arbitration alter, modify or amend this Agreement in any respect.

8.05 The time limits in both the Grievance and Arbitration procedures may be extended by consent of the parties to this Agreement in writing.

8.06 Nothing herein shall prohibit the parties from agreeing on a single Arbitrator. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply mutatis mutandis, to the single Arbitrator.

ARTICLE 9 - CHANGES IN CLASSIFICATION

- 9.01 The Employer agrees to maintain the job descriptions and prepare a job description when a new job is created for all positions for which the Union is the bargaining agent. These job descriptions shall be presented to the Union for discussion.
- 9.02 When the duties of any job are significantly changed, or when a new classification(s) is established by the Employer, which come within the scope of this agreement the wage rate shall be the subject to negotiations, the Employer shall have the right to temporarily establish a rate of pay until the regular rate of pay for the new classification(s) have been agreed upon. If the Parties are unable to agree on the reclassification and/or the rate of pay for the job in question, such dispute shall be submitted to Grievance and Arbitration for determination. The new rate shall be retroactive to the time the new position was first filled by the employee, or the date of change in job duties.

ARTICLE 10 - HOURS OF WORK

- 10.01 The normal work week for all full-time employees shall consist of forty (40) hours. The Caretakers, Custodians, and Cleaners shifts shall be spread over a period of no longer than nine (9) hours.
- 10.02 The Division agrees, in consultation with the Union, to set forth the working schedule of each employee, hereinafter referred to as the "Working Schedule" as may be required by conditions through the School Division.

ARTICLE 11 - OVERTIME

- 11.01 Overtime shall be the time worked in excess of eight (8) hours per day or forty (40) hours per week, overtime shall not be performed or paid for unless authorized by the Secretary Treasurer and/or designate.
- 11.02 Overtime shall be paid at the rate of time and one-half (1½x) for the first 4 hours and two-times (2x) for every additional hour.
- 11.03 All time worked on a Statutory Holiday shall be paid at one and one-half times (1½x) the hourly rate of pay in addition to the regular hourly pay.
- 11.04 The Caretakers shall check and tend the school during the heating period of November 1st to April 30th, and shall receive pay at a minimum of time and one-half (1½) for each check.
- 11.05 Call Back - An employee who is called into work outside **their** regular working hours shall be paid a minimum of two (2) hours at overtime rates whenever there is a break between the employee's regular hours and the call-back time.

ARTICLE 11 – OVERTIME (cont.)

11.06 Renting of Schools

Any person or organization using the facilities of the school shall be required to use the services of a Caretaker/Custodian when designated by the School Board. The Caretaker/Custodian shall be paid at the appropriate overtime rates. The Board shall post up in each school notices to this effect.

11.07 Employees may elect to take time off at overtime rates in lieu of pay for overtime up to twenty-four (24) hours may be accumulated for this purpose. Time off may be taken by mutual agreement between the employee and management.

11.08 A meal allowance of \$15.00 shall be paid when an employee is required to work a minimum of three (3) hours or more over and above their regular shift.

ARTICLE 12 - SICK LEAVE

12.01 It is agreed by the Parties that sick leave entitlement shall only be granted by the Board where employees are unable to be at work and perform their regular duties as a result of illness or injury.

12.02 Sick leave shall be granted to all employees on the basis of two (2) days per month of actual service to a maximum of twenty-four (24) days per year.

12.03 Each employee shall be entitled to sick leave with full salary and benefits based on the following criteria: Two (2) days for each month worked accumulative to a maximum of one hundred and twenty (120) working days; and one hundred and twenty-five (125) working days effective September 1, 2016 and one hundred and thirty (130) working days effective September 1, 2017.

12.04 In any one year in which any employee has not had a sick leave, or has only a portion thereof, the employee shall be entitled to an accrual of all the unused portion, accumulative to the maximum days in Article 12.03, of sick leave for the employee's future benefit. A deduction shall be made from accumulated sick leave for all days absent.

12.05 Proof of Illness

The Division reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for sick leave.

The Division will not normally require a certificate for absences of less than three (3) consecutive days except in cases where the pattern of absence would cause the Employer to suspect abuse.

ARTICLE 12 - SICK LEAVE (cont.)

- 12.06 An employee may utilize up to three (3) days per calendar year to attend to the illness of the employee's dependent children, spouse, or parents. Dependent children are as defined as those eligible for income tax purposes. Where both parents are employees of the Division, only one parent may utilize the above days at any one time unless otherwise authorized by the Division.
- 12.07 Sick leave is not payable to an employee:
- (a) who, while on paid sick leave, is engaged in employment for wage or profit with another employer;
 - (b) who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving wage loss replacement benefits from Manitoba Public Insurance to the extent that such benefits and paid sick leave exceed the employee's normal salary and up to the maximum number of sick leave days accumulated by the employee. In such cases, the employee shall reimburse the Division the amount of benefit received from Manitoba Public Insurance.

ARTICLE 13 - VACATIONS

- 13.01 All employees shall be entitled to the following vacations with pay:
- a) Less than one (1) year of service - one (1) day per month to a maximum of ten (10) days' vacation with pay;
 - b) After one (1) year of service - two (2) weeks' vacation with pay;
 - c) After two (2) years of service - three (3) weeks' vacation with pay;
 - d) After ten (10) years of service - four (4) weeks' vacation with pay;
 - e) After seventeen (17) years of service - five (5) weeks' vacation with pay;
 - f) After twenty-three (23) years of service - six (6) weeks' vacation with pay.
- 13.02 Twelve (12) month employees will normally be required to take their vacation during July and August. Employees shall submit their preferred vacation period to the Secretary-Treasurer for approval prior to May 1 each year.
- 13.03 A maximum of ten (10) employees may be granted vacation during the school year with the limitation that not one (1) employee be granted a vacation of greater than three (3) weeks and the total vacation granted will not exceed twenty (20) weeks. Requests must be received by the Administration of the Division no later than October 15, and requests will not be unreasonably denied.

Written requests from employees to take earned vacation during the school year will be considered on a seniority basis. An employee who fails to indicate their choice of vacation by October 15 may be granted vacation but shall not be able to assert their seniority for preference purposes.

ARTICLE 13 – VACATIONS (cont.)

- 13.04 When an employee qualifies for sick leave involving hospitalization, during **their** period of vacation, **they** shall be entitled, when confirmation from a qualified medical practitioner is produced, to use **their** accumulative sick credits for this purpose. The period of vacation so displaced shall either be added to the vacation period or retained for use at a later date, by mutual agreement.
- 13.05 When the schools are closed for Christmas, Easter and summer vacations, five (5) eight (8) hour days, including lunch breaks, shall constitute a work week, Monday to Friday, for the Caretaker, Custodian and Cleaning staff.
- 13.06 During the first week in September in each school year, those regular part-time employees interested in working increased hours during Christmas, Spring Break, and Summer Vacations shall submit their names to the Division. The Division will return to the Union and the employees who have provided their names, a list in order of seniority of those employees interested in the increased hours. The Division will assign any extra hours to these employees on a seniority basis.

ARTICLE 14 - STATUTORY HOLIDAYS

- 14.01 All employees shall be entitled to the following statutory holidays:

New Year's Day	Louis Riel Day	Good Friday
Victoria Day	Canada Day	Civic Holidays
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

And any other statutory holiday as proclaimed by the Province of Manitoba or the Government of Canada.

- 14.02 When a paid holiday occurs on Saturday or Sunday, the holiday shall be observed on a working day or working days continuous with the weekend. Such days shall be determined by the Board.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01 **General Leave of Absence**

- (a) The Division may grant leave of absence without pay and without loss of seniority to an employee requesting leave. Requests must be in writing and are subject to approval by the Secretary-Treasurer.
- (b) Employees who have school age children may be granted leave of absence without pay when schools are out of session. Such requests shall be in writing and at the discretion of the Employer.

ARTICLE 15 - LEAVE OF ABSENCE (cont.)

15.02 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of pay or benefits to an employee subpoenaed for jury or court witness duty. Any monies received from the courts, excluding payment for travel, meals or other expenses, shall be returned to the Division along with proof of service and amount of money received.

15.03 Bereavement Leave

- 1) In the case of death in the immediate family, a leave of five (5) working days with pay will be granted. The term immediate family shall be understood to include spouse, common-law partner, children, parents and siblings.

For the purpose of this clause "common-law partner" shall be defined as a person of the same or opposite gender with whom an employee has established residence and lived in a conjugal relationship for at least twelve (12) months and has publicly represented that person as **their** partner.

- 2) In the case of death of a grandparent, grandchild, mother-in-law or father-in-law, a leave of three (3) working days with pay will be granted.
- 3) In case of death of a brother-in-law or sister-in-law, a leave of two (2) working days with pay will be granted.
- 4) In case of death of an uncle or aunt, the Board will grant leave of one (1) day with pay to attend the funeral.
- 5) An employee may be granted time, up to one (1) day, to attend a funeral of a very close friend.
- 6) In all cases, the employee shall notify the Division prior to taking such leave.
- 7) The Secretary-Treasurer may grant additional bereavement leave with or without pay.

15.04 Union Meetings

Union employees shall be granted two (2) hours off each month between the hours of 2:00 p.m. and 4:00 p.m. on designated in-service days. The Division shall notify the membership of the early closing date of schools for Inservice.

15.05 Union Leave

- 1) Upon prior written request by the Union and approval by the Division, an employee elected or appointed to represent the Union at conventions, seminars, workshops, or on general Union business, shall be given leave of absence with pay and benefits. The Union shall reimburse the Employer for such costs.

ARTICLE 15 - LEAVE OF ABSENCE (cont.)

- 2) Any representative of the Union on the Negotiations Committee or other Board/Union Committees who is an employee of the Division, may attend bargaining sessions or grievance and arbitration sessions or other joint meetings held during working hours, between the Division and the Union.

Such time will be considered as time worked and will be with pay. Representation under this article shall be limited to a maximum of four (4) employees.

15.06 Maternity Leave

Every employee who has completed seven (7) consecutive months of employment for or with an Employer and who:

- 1) submits to **their** Employer an application in writing for leave under this section at least four (4) weeks before the day specified by **the employee** in the application as the day on which **they** intend to commence such leave;
- 2) provides **their** Employer with a certificate of a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of **their** delivery;
- 3) is entitled to and shall be granted maternity leave without pay consisting of:
 - a period, not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in clause (2); or
 - a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in clause (2) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- 4) Additional leave of absence without pay, for a combined period of up to one (1) year, may be granted by the Division.
- 5) An employee who wishes to resume **their** employment on the expiration of leave granted to **them** in accordance with this section shall be reinstated by **their** Employer in the position occupied by **them** at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
- 6) For the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

15.07 Parental Leave

- 1) Every employee who has completed seven (7) consecutive months of employment with the Division shall be granted leave without pay consisting of a continuous leave of up to thirty-seven (37) weeks provided:

ARTICLE 15 - LEAVE OF ABSENCE (cont.)

- a) **the employee becomes the natural parent of a child;**
 - b) **the employee assumes actual care and custody of their child;**
 - c) **the employee adopts a child under the law of the province.**
- 2) In the case of adoption leave, an additional leave of absence without pay for a combined period of up to one (1) year, may be granted by the Division.
- 15.08
- 1) Under Article 15.07 1) (a) and (b), an application, in writing, must be submitted at least four (4) weeks prior to the date the employee intends to begin the leave.
 - 2) Under Article 15.07 (c), the employee shall notify the Division, in writing, as soon as possible of the employee's intent to take leave under this section.
 - 3) When an employee intends to take parental leave in addition to maternity leave, the parental leave must commence immediately on the expiry of the maternity leave.
 - 4) The initial thirty-seven (37) weeks leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee.
 - 5) An employee who wishes to resume their employment on the expiration of leave, granted in accordance with this section, shall be reinstated by the Division in the position occupied by the employee at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

15.09 Religious Leave

An employee shall be allowed a leave of absence up to a maximum of three (3) days per school year without loss of pay for religious days observed by the employee.

Employees shall not absent themselves from duty for reasons of religious days without first notifying the Secretary-Treasurer.

The following notification period shall apply:

- (a) Employees on staff requiring religious leave during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year, however, not later than September 30th.
- (b) In instances where religious leave is required prior to September 30th in the school year notice shall be given within ten (10) working days after the start of the school year, unless the religious day falls within the first ten (10) working days of the school year where the notice shall not be less than five (5) working days.
- (c) Where the appropriate notice has not been given, religious leave without pay up to a maximum of three (3) days will be provided to the employee.

The parties agree that this article constitutes reasonable accommodation for religious holy leave.

ARTICLE 16 - COMPENSATION FOR INJURIES

In cases where compensation for loss of wages is paid by the Workers' Compensation Board, the Employer shall supplement such payment as follows:

"An amount sufficient to bring the compensation up to one hundred (100) per cent of the employee's regular wages at the time of injury for a period of two (2) months."

The amount of compensation used to accomplish the above shall be used to reduce the employees' accumulated sick leave credits under Article 12 (Sick Leave).

ARTICLE 17 - SENIORITY

- 17.01 Seniority shall be established upon the completion of the probationary period and shall be defined as the length of service in the bargaining unit. Seniority shall be used in determining preference or priority for promotion, transfer, lay-off and recall as set out in other provisions of this Agreement.
- 17.02 Seniority shall be maintained and accumulated during:
- absence due to sickness or accident for a period of twelve (12) months;
 - authorized leave of absence.
- 17.03 An employee shall lose his/her seniority standing for the following reasons, when or if:
- 1) the employee terminates;
 - 2) the employee is discharged for just cause and is not re-instated;
 - 3) the employee fails to return to work following an authorized leave of absence;
 - 4) the employee does not return to work from lay-off within ten (10) working days of being notified by registered mail; or at another time which may be mutually agreed to;
 - 5) the employee is laid off for a period in excess of one (1) year;
- 17.04 Seniority lists, by classification, shall be placed in the School Division Office and on school bulletin boards by April 30th of each year. The Union shall be provided one copy.

ARTICLE 18 - LAY-OFF AND RECALL

- 18.01 Employees shall be laid off in reverse order of classification seniority provided always that the employees to be retained possess the ability, skill, qualifications and reliability to perform the remaining work.
- 18.02 The Division shall give the employee written notice of the date on which **they are** to be laid off at least four (4) weeks before the date on which **they are** to be laid off or in the absence of such notice shall grant pay in lieu thereof, including ten (10) month employees.

ARTICLE 18 - LAY-OFF AND RECALL (cont.)

18.03 Employees who are laid off shall be placed on a re-employment list for a period of one (1) year. Employees placed on the re-employment list shall be called back in reverse order of lay-off starting with the most recently laid off employee and proceeding in descending order to the first employee laid off in the classification from which the employee was laid off, provided that such employees possess the ability, skill, qualifications and reliability to perform the work.

Employees on the re-employment list shall be offered any temporary or casual work in the unit, provided they have the necessary qualifications, skills, and abilities to perform the work.

18.04 Notification of recall following a lay-off shall be sent by email to the last reported email address of the employee.

18.05 Employees placed in new positions as a result of the lay-off procedure shall be required to serve a trial period of sixty (60) working days.

If, in the opinion of the Division, the employee proves to be unsatisfactory in the position during the trial period, or the employee feels they are not suited to perform the duties of the position, they shall be placed on the re-employment list.

ARTICLE 19 – BENEFITS

19.01 Staff shall be eligible to retire in accordance with the terms and conditions of the MSBA Non-Teaching Employees Pension Plan.

19.02 The Division agrees to administer the Manitoba Blue Cross Extended Health Care Plan for its employees. Premiums for this plan shall be deducted from the employees' regular pay on a schedule as required by Manitoba Blue Cross.

19.03 The Division agrees to administer a Long Term Disability Plan for its employees. Premiums for this plan are to be deducted from the employees' regular pay on a schedule as required by the plan. The Union will provide to the Division all necessary information regarding registration, required participation, premiums and any other administrative information required to enroll and maintain this plan.

19.04 Employment Insurance Rebate

The Division shall pay to the Union the accrued annual rebate of the Employment Insurance wage loss replacement partial premium reduction. The five-twelfths (5/12) portion due shall be remitted to the Treasurer of the Union.

ARTICLE 20 – COMPASSIONATE CARE LEAVE

Employees are entitled to Compassionate Care Leave in accordance with the Employment Standards Code.

ARTICLE 21 – DISCRIMINATION AND HARASSMENT

- 21.01 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.
- 21.02 The parties agree that there shall be no discrimination based on:
- Ancestry, including colour and perceived race
 - Ethnic background or origin
 - Age
 - Nationality or national origin
 - Political belief, association or activity
 - Religion or creed
 - Sex, including pregnancy
 - Marital status or family status
 - Sexual orientation
 - Physical or mental disability
 - Place of residence
 - Membership or non-membership or activity in the union.
- 21.03 The definition of harassment shall consist of the definition contained in the Human Rights Code and shall further include the definition of harassment set out in the Workplace Harassment policy.

ARTICLE 22 – SAFETY AND HEALTH

The Division and Union agree to cooperate in promoting safe and healthy work practices within the Division as set out under the Workplace Safety and Health Act.

ARTICLE 23 – USE OF PERSONAL VEHICLE

Employees who are required by the Division to use their own vehicle in carrying out their duties for the division shall be reimbursed mileage in accordance with Division policy.

The Division maintains blanket liability coverage for its operations wherein employees are included as named insureds while performing the duties assigned by the Division.

ARTICLE 24 – DISCIPLINE AND DISCHARGE

The employer shall not discipline or dismiss any employee bound by this agreement except for just cause. Probationary employees are excluded from this provision.

Employees have the right to have a Union representative present in any meeting between the employee and the Division where the Division believes disciplines or dismissal may result as a consequence of the employee's actions.

ARTICLE 25 – WORKERS' COMPENSATION BOARD

Notwithstanding any provisions to the contrary which may be contained in the Collective Agreement, the Lord Selkirk School Division and the Canadian Union of Public Employees, Local 1522, agree that when an employee is placed on Workers' Compensation:

1. The employee will continue to accrue seniority and vacation leave entitlement while the employee is absent on Workers' Compensation for a continuous period of one (1) year from the date of the accident which necessitated the employee being placed on compensation.
2. The employee will cease to accrue seniority after the period detailed in Point 1 above, but will retain all accrued seniority and vacation leave entitlement.
3. The employee will cease to accrue vacation leave entitlement after the period detailed in Point 1 above until they return to work at which point they will accrue vacation leave entitlement on a pro-rata basis depending upon their annual entitlement.

ARTICLE 26 - SCHEDULE "A" - RATE OF PAY

Classifications of Caretakers

HOURLY RATE

Size of school floor plan

	<u>1-Jan-20</u>	<u>1-Jan-21</u>	<u>1-Jan-22</u>	<u>1-Jan-23</u>
	1.6%	1.4%	0.5%	COLA*
Class I (0-85,000 sq. ft.)	\$24.57	\$24.91	\$25.03	\$25.86
Class II (85,000 + sq. ft.)	\$26.21	\$26.58	\$26.71	\$27.59
	1-Jan-20	1-Jan-21	1-Jan-22	1-Jan-23
	1.6%	1.4%	0.5%	COLA*
Custodian	\$19.82	\$20.10	\$20.20	\$20.87
Night Custodian	\$20.09	\$20.37	\$20.47	\$21.15
Supervising Custodian	\$20.71	\$21.00	\$21.11	\$21.81
	1-Jan-20	1-Jan-21	1-Jan-22	1-Jan-23
	1.6%	1.4%	0.5%	COLA*
Cleaners	\$18.09	\$18.34	\$18.43	\$19.04
Cleaner/Security	\$18.53	\$18.79	\$18.88	\$19.50

ARTICLE 26 - SCHEDULE "A" - RATE OF PAY (cont.)

**COLA to be determined as follows: In January 2022, or as soon as possible thereafter, when the 12-month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (all Items) change is made known, the increase will be applied to January 1, 2023.*

ARTICLE 27 – NO CONTRACTING OUT

The Division shall ensure that no current employees shall lose their employment as a result of the Division contracting out work which is currently performed by the employees.

ARTICLE 28 – CLOTHING/FOOTWEAR ALLOWANCE


Each regular full-time and regular part-time employee shall be paid an annual clothing / footwear allowance by the Division each July 1st, provided the employee has completed at least nine (9) months of service.

This article shall be effective the date of ratification of the new collective agreement.


The annual allowance effective the date of ratification of the new collective agreement shall be in the amount of \$75.00. The amount July 1, 2017 and annually thereafter shall be \$100.00.

IN WITNESS WHEREOF, THE BOARD HAS CAUSED THESE PRESENTS TO BE SEALED WITH THE SEAL OF THE LORD SELKIRK SCHOOL DIVISION AND SIGNED BY THE CHAIRPERSON AND SECRETARY OF THE BOARD, AND THE UNION HAS CAUSED THESE PRESENTS TO BE EXECUTED ON ITS BEHALF BY THE MEMBERS OF THE NEGOTIATING COMMITTEE AND THE UNION REPRESENTATIVE.

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL NO. 1522**



President

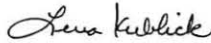


First Vice-President




National Representative

LORD SELKIRK SCHOOL DIVISION



Chair



Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN

THE LORD SELKIRK SCHOOL DIVISION

AND

CUPE LOCAL 1522


The Lord Selkirk School Division and CUPE Local 1522, hereinafter referred to as the parties, agree to meet during the term of the **2020-2023** collective agreement to discuss pension plans including, but not limited to, the changing pension plan environment and challenges, plan benefit levels, benefit delivery options, need for plan stability, risk profile of various plans, affordability of pension contributions for both the employer and plan members, Lord Selkirk School Division employee demographics and employment patterns, as well as the need for long term sustainability of the pension plan.

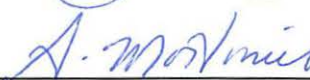
- (a) These meetings of the parties are outside of the collective bargaining process and are intended to educate and inform the parties on pension matters.
- (b) The parties will each appoint four (4) representatives; three (3) from each of the Division and Union, plus one (1) resource person for each party.
- (c) Meetings will normally take place outside of employees' regular working hours unless otherwise agreed between the Parties. Meetings shall be co-chaired with the timing, duration and agenda to be agreed between the parties. The division will provide meeting space for these discussions however, shall not cover any costs.
- (d) Each party will have the responsibility of communicating/reporting to their leadership on the progress of the discussions.
- (e) While acknowledging CUPE's desire to change to some plan other than the existing MSBA pension plan, any decision to move to either another established pension plan, or new plan, is a decision beyond the scope of the parties under this letter of understanding.
- (f) The parties shall conduct these pension discussions in good faith and shall take place as herein provided. It is open to either party however, to determine that the discussions/work of the parties is no longer meaningful and/or productive. In this event, no further meetings will be held and the provisions under this letter of understanding shall be at an end.

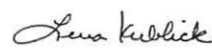
Dated at Selkirk, Manitoba, this 29th day of **April 2022**.


FOR CUPE LOCAL 1522

FOR THE DIVISION









LETTER OF AGREEMENT

BETWEEN:

THE LORD SELKIRK SCHOOL DIVISION

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1522
(Custodial Collective Agreement)**

The parties agree to remove the following language from the 2013-2015 Collective Agreement contained in Article 19.05:

“Employees who are required to have a 5th Class Power Engineers Certificate shall be reimbursed the cost of the certificate once every four (4) years upon proof of payment.”


Employees who are receiving this payment will be grandfathered for future payments as intended by the deleted wording.


Those employees entitled to the payment shall be listed by name in an attachment to this Letter of Agreement and both shall be attached to the **2020** Collective Agreement.

As employees leave employment with the Division, their names will be removed from the attached list.


Dated at Selkirk, Manitoba, this 29th day of **April 2022**.

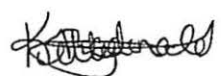
FOR CUPE LOCAL 1522





FOR THE DIVISION





Employees entitled to payment

Eric Dawson